



U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

ASSISTANCE ID NO.

PRG	DOC ID	AMEND#
GA -	00T46801	- 0

DATE OF AWARD
06/29/2010

TYPE OF ACTION
Continuation

MAILING DATE
07/06/2010

PAYMENT METHOD:
Advance

ACH#
90103

RECIPIENT TYPE:
Indian Tribe

Send Payment Request to:
Las Vegas Finance Center, Fax (702) 798-2423

RECIPIENT:

PAYEE:

Washoe Tribe of NV & CA 919 Highway 395 South Gardnerville, NV 89410 EIN: 88-0120754

Washoe Tribe of NV & CA 919 Highway 395 South Gardnerville, NV 89410
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PROJECT MANAGER

EPA PROJECT OFFICER

EPA GRANT SPECIALIST

Marie Barry 919 Highway 395 South Gardnerville, NV 89410 E-Mail: marie.barry@washoetribe.us Phone: 775-265-8682

Veronica Swann 75 Hawthorne Street, CED-3 San Francisco, CA 94105 E-Mail: Swann.Veronica@epa.gov Phone: 415-972-3689
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GwenL Brown Grants Management Office, MTS-7 E-Mail: Brown.GwenL@epa.gov Phone: 415-972-3661
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PROJECT TITLE AND DESCRIPTION

General Assistance Program V

The objective of this project is to expand the Washoe Tribe's Environmental Protection Program to include attending meetings, training and workshops, outreach and education, strengthening partnerships with federal, state, and local organizations, and a solid and hazardous waste reduction program. In addition, the Washoe Tribe will assess open dumps, clean-up dumps, identify violators, monitor usage of composting, offer Household Hazardous Waste Collection, and collect junk vehicles.

This award provides full federal funding in the amount of \$369,762 which includes \$58,724 for the implementation of a solid and hazardous waste program. It covers the period 07/01/2010 to 06/30/2011.

BUDGET PERIOD

07/01/2010 - 06/30/2014

PROJECT PERIOD

07/01/2010 - 06/30/2014

TOTAL BUDGET PERIOD COST

\$369,762.00

TOTAL PROJECT PERIOD COST

\$369,762.00

NOTICE OF AWARD

Based on your application dated 05/21/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$369,762. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$369,762. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)

AWARD APPROVAL OFFICE

ORGANIZATION / ADDRESS

U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105

ORGANIZATION / ADDRESS

U.S. EPA, Region 9 Communities and Ecosystems Division, CED-1 75 Hawthorne Street San Francisco, CA 94105
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THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

Digital signature applied by EPA Award Official

TYPED NAME AND TITLE

Carolyn Truong, Grants Management Officer

DATE

06/29/2010

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION


SIGNATURE

TYPED NAME AND TITLE

Waldo Walker, Chairman

DATE

7/12/10

 7/13/10
 Rec'd via email
 GB

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 369,762	\$ 369,762
EPA in-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 369,762	\$ 369,762

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.926 - Indian Environmental General Assistance Program	Indian Envir General Asst Prog Act 1992	40 CFR PTS 31 & 35 SUBPT B

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1009FE0135	10	E1	09FA0D5	503L15E	4121			369,762
									369,762

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$197,269
2. Fringe Benefits	\$79,775
3. Travel	\$13,800
4. Equipment	\$3,500
5. Supplies	\$1,500
6. Contractual	\$7,250
7. Construction	\$0
8. Other	\$28,920
9. Total Direct Charges	\$332,014
10. Indirect Costs: % Base <u>various rates apply.</u>	\$37,748
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$369,762
12. Total Approved Assistance Amount	\$369,762
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$369,762
15. Total EPA Amount Awarded To Date	\$369,762

Administrative Conditions

rev
1. An interim Federal Financial Report (FFR), Standard Form 425, covering the period from "project/budget period start date" to June 30 of each calendar year shall be submitted to the U.S. EPA Las Vegas Finance Center, PO Box 98515, Las Vegas, NV 89193-8515, no later than September 30 of the same calendar year. **The initial interim FFR is due September 30, 2011.** The final FFR covering the entire project period shall be submitted within 90 days after the end of the project period according to the recipient's respective Code of Federal Regulations Part 30.52(a)(1)(iv) and 30.71(a), or Part 31.23(b) and 31.41(b) (as applicable). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

2. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

3. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

Pursuant to 40 CFR, Section 33.412, Tribal and Insular Area recipients are not required to negotiate fair share goals with EPA until May 27, 2011. Thereafter, Tribal and Insular Area recipients are required to adhere to the full requirements of 40 CFR, Part 33, Subpart D, as applicable.

A recipient of a Continuing Environmental Program Grant or other annual grant agrees to create and maintain a bidders list. A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also agrees to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Refer to 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

4. The recipient agrees to complete and submit to the Grants Management Office, MTS-7, a MBE/WBE Utilization Report (EPA Form 5700-52A), within 30 days after the end of the Federal fiscal year; i.e., by October 30 of each calendar year. Negative reports are required. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your grant cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the internet at www.epa.gov/osbp.

5. When procuring services, equipment, and/or supplies under this assistance agreement, the recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient will follow their own procurement policies and procedures provided that the policies and procedures conform with EPA regulations 40 CFR Part 31.36 or 30.44 (as applicable) which state that all procurement transactions will be conducted in a manner providing full and open competition.

rev 6. Payment to consultants. Per 40 CFR **Part 31.36(j)**, EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2010, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2) or Part 30.27(b).

7. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

8. The recipient's last approved indirect cost rate has expired. The recipient will not charge or claim for reimbursement any indirect costs unless a current indirect cost rate proposal covering the time period of the costs being claimed for reimbursement is approved by the Department of Interior (DOI), National Business Center.

9. The recipient shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective 2 CFR 220, 225, or 230 (formerly OMB

Circular A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

10. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the recipient shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

11. The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

12. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

13. The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

14. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

15. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

rev 16. Congress has prohibited EPA from using its FY 2010 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its

subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

Programmatic Conditions

P1. To accomplish the statutory and regulatory purposes of the General Assistance Program, this assistance agreement is awarded to the Washoe Tribe for planning, developing, and establishing environmental protection programs, and may include development and implementation of solid and hazardous waste programs, administered by EPA on the Washoe Tribe Reservation.

P2. Congress authorized the use of GAP funds for solid waste implementation projects. Solid waste projects may involve land-disturbing ("construction") activities or other actions that would require completion of environmental reviews prior to project implementation, as required by the National Environmental Policy Act (NEPA). The recipient agrees not to bill or request reimbursement from the EPA for any costs associated with detailed project design (e.g., developing blue prints or feasibility studies), construction or other implementation activities funded by this grant until the EPA and the Tribe have complied with the National Environmental Policy Act and other environmental cross-cutters (see 40 C.F.R. 6.300 et seq.) as necessary. If the recipient incurs such costs prior to completion of required environmental reviews, it does so at its own risk. However, the recipient can incur costs for general project planning and development of conceptual designs before, or coincident with, development of applicable environmental reviews. The recipient shall consult with EPA project officer(s) to determine if General Assistance Program (GAP) workplans and budgets need to be modified to reflect final project designs and plans. If modifications are necessary, recipients shall submit updated workplans and budgets to EPA and refrain from incurring costs for new (or modified) activities until the updated workplans and budgets are approved by EPA.

P3. The U.S. EPA will be substantially involved in overseeing and monitoring this cooperative agreement. Involvement includes, but is not limited to: Providing intense programmatic monitoring by reviewing, commenting, and/or providing prior approval of specific workplan activities and/or project phases and their associated costs; joint collaboration between EPA and the recipient; providing technical assistance in developing curriculum; and participating as speaker(s) or instructor(s). Specific details are contained in the approved workplan.

P4. The grantee shall prepare and submit quarterly progress reports to self evaluate and to joint evaluate annual performance under the grant including: status of each workplan component, commitment, output/deliverables and outcomes; status of expenditures for the reporting period; summary of accomplishments including the reporting of environmental results and discussion of problems impacting or expected to impact performance; and tasks not on schedule and proposed dates of completion. Each report is due on the 30th day after the end of the quarter i.e., October 30, January 30, April 30 and July 30. The recipient shall submit a final report within 90 days of the end of the project period ~~(unless waived by~~

~~EPA PO)~~ by

END OF DOCUMENT

Revised
Amend
#4